



**THE CALIFORNIA INSTITUTE OF TECHNOLOGY
JET PROPULSION LABORATORY**

**GENERAL PROVISIONS (GPs) SET FOR:
A RESEARCH SUPPORT AGREEMENT**
(located at: <https://acquisition.jpl.nasa.gov/tc>)

GOVERNMENT SUBCONTRACT	
<p><i>This Subcontract is entered into by the Jet Propulsion Laboratory (JPL) and the Subcontractor in support of a U.S. Government Contract. JPL is a Federally-Funded Research & Development Center (FFRDC) per FAR 35.017, and is an operating division of the California Institute of Technology ("Caltech"), a private nonprofit educational institution.</i></p> <p><i>As used in the clauses referenced below and throughout this subcontract:</i></p> <ul style="list-style-type: none">• <i>Federal Acquisition Regulation (FAR) 52.202-1 (JAN 2012) "Definitions" is incorporated by reference.</i>• <i>The term "JPL Subcontracts Manager" means a person with the authority to enter into, administer and/or terminate Subcontracts and make related determinations and findings.</i>• <i>The following terms shall have the meaning set forth in FAR 2.101: "Agency head" (or "head of agency"), "commercial component," "component," "commercial item," and "nondevelopmental item."</i>	

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ASSIGNMENT, NOVATION AND TRANSFER

This Subcontract may be assigned, novated, or transferred to a successor-in-interest, a successor Contractor to operate the Jet Propulsion Laboratory, or the Government.

ASSIGNMENT OF RIGHTS

- (a) The Subcontractor may assign its rights to be paid amounts due or to become due because of this Subcontract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any such assignment or reassignment shall be subject to the following conditions:
 - (1) Any assignment or reassignment shall cover all amounts payable under this Subcontract, and not paid as of (i) the effective date of assignment or (ii) the date JPL receives written notice of the assignment, whichever is later.
 - (2) No assignment may be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this Subcontract.
 - (3) Two copies of the notice of assignment, signed by the Subcontractor, shall be furnished to JPL, Attn: (i) Travel and Invoice Management Section, and (ii) JPL Subcontracts Manager.
 - (4) If a party other than the Subcontractor provides JPL with a notification that the amount due or to become due under this Subcontract has been assigned and that payment is made to the claimed assignee, JPL may withhold any payments due and payable under the Subcontract until JPL is furnished with either (i) verification or denial of assignment from the Subcontractor or (ii) reasonable proof that the assignment has been made.
 - (5) The Subcontractor shall not furnish or disclose to any assignee under this Subcontract any classified document (which term includes this Subcontract if access to classified material is authorized under this Subcontract) or information pertaining to classified work under this Subcontract unless JPL authorizes such action in writing.
 - (6) No assignment may be made which includes, either specifically or by implication, any delegation of the Subcontractor's duty to perform the services or provide the supplies required by this Subcontract unless such assignment and delegation is consented to by JPL in accordance with the clause "Delegation of Duties" below.

AUTHORITY OF JPL REPRESENTATIVES

- (a) No request, notice, authorization, direction or order received by the Subcontractor and issued either pursuant to a clause of this Subcontract, to a clause of any document incorporated in this Subcontract by reference, or otherwise, shall be binding upon either the Subcontractor or JPL unless issued or ratified in writing by the JPL Subcontracts Manager, the JPL Acquisition Division Manager or by representative(s) designated in writing by either of them. Designations of authorized representatives shall define the scope and limitations of the authorized representatives' authorities.
- (b) The Subcontractor shall immediately notify, in writing, the JPL Subcontracts Manager whenever a request, notice, authorization, direction, or order has been received from a representative of JPL other than the JPL Subcontracts Manager which, but for the lack of authorization on the part of the issuing JPL representative, would: (i) effect a change within the meaning of the "Changes" clause; (ii) increase or decrease the Subcontract amount or amount allotted to this Subcontract; or (iii) otherwise be the basis for assertion of a claim by the Subcontractor under any clause of the Subcontract.

DATA REMOVAL FROM COMPUTERS AND ELECTRONIC DEVICES

The Subcontractor shall archive all data required to be retained pursuant to the terms of this Subcontract (including, but not limited to, the General Provisions, Additional General Provisions, Alterations to General Provisions and Special

Provisions). The Subcontractor shall completely sanitize (e.g., overwrite, degauss or destroy) all media containing data in all computers and other electronic devices and permanently delete all non-transferable licensed software before such computers or other electronic devices leave the control of the Subcontractor by transfer or disposal. All data, including computer software, provided by JPL, derived from JPL data, or owned by the Government or JPL pursuant to this Subcontract shall be permanently deleted from Subcontractor controlled computers or electronic devices before leaving the control of the Subcontractor. The Subcontractor shall submit to JPL a written certification that the above sanitization requirements have been satisfied and the date of such action

DELEGATION OF DUTIES

The Subcontractor is prohibited, without prior written JPL consent, from delegating any part of the duties required of it by this Subcontract; provided, however, that nothing contained herein shall be deemed to prohibit the Subcontractor from placing purchase orders and lower-tier subcontracts, subject, however, to the clause of this Subcontract entitled "Lower-tier Subcontracts." Delegation of duties without such consent is void.

DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE

- (a) For purposes of administration of the clause of this Subcontract entitled "New Technology" or "Patent Rights--Retention by the Subcontractor (Short Form)," whichever is included, the following named representatives are hereby designated to administer such clause:

Title	Office Code	Address (including zip code)
New Technology Representative	M/S 180-801	NASA Management Office at JPL 4800 Oak Grove Drive Pasadena, CA 91109
Patent Representative	M/S 180-802	NASA Management Office at JPL 4800 Oak Grove Drive Pasadena, CA 911099

- (b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any lower-tier subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

ELECTRONICALLY TRANSMITTED COPIES

This Subcontract or modification(s) thereof may be executed in duplicate with each Party signing one original and providing a facsimile (fax) or other electronic copy of the signature page to the other Party. The Party receiving the electronically transmitted copy shall acknowledge receipt of the electronically submitted copy. Each Party agrees to make its document with the original signature available to the other Party upon request. The Parties further agree that the electronically transmitted copy shall be treated as if it were an original signature and neither Party shall contest the validity of this Subcontract or modification(s) based on the use of electronically transmitted copies of the signature page.

EQUAL OPPORTUNITY

The Subcontractor and lower-tier subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered

prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

FINAL PUBLISHED REPORT

The Subcontractor shall submit, if applicable, the Subcontractor's Final Published Report to the JPL Subcontracts Manager. A Final Published Report may be for basic and applied scientific, technical, and related engineering research and development. The Subcontractor's Final Published Report shall: (i) indicate that the work is funded by NASA; (ii) be correctly marked to ensure appropriate dissemination; and (iii) be forwarded to the JPL Subcontracts Manager.

HANDLING, PROTECTION AND RELEASE OF RESTRICTED INFORMATION

1. Handling and Protection of Restricted Information

- (a) Definition. "Restricted information," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded, the use and dissemination of which is restricted, and includes:
 - (1) Limited rights data;
 - (2) Restricted computer software;
 - (3) Information incidental to Subcontract administration, such as financial, administrative, cost or pricing, or management information that embody trade secrets or are commercial or financial and confidential or privileged;
 - (4) Information designated by the U.S. Government as Sensitive But Unclassified (SBU);
 - (5) Information that is marked JPL/Caltech Proprietary, Proposal Sensitive or Business Discreet;
 - (6) Design information or guidance as may be embodied in or derived from computer-aided engineering, computer-aided design, analysis models, manufacturing models, drawings or translations of any of the foregoing, regardless of whether such information or guidance is marked or unmarked; and
 - (7) Information obtained directly from JPL electronic resources, such as JPL computers, servers, networks, electronic libraries or document repositories, regardless of whether such information is marked or unmarked.
- (b) Restrictions on use and disclosure of restricted information. With regard to any restricted information to which the Subcontractor is given access, by or on behalf of NASA or JPL, in performance of this Subcontract that is either marked with a restrictive legend indicating that use and disclosure of the information is restricted or is specifically identified in this Subcontract or in writing by the JPL Subcontracts Manager as being subject to this clause, the Subcontractor agrees to:
 - (1) Use such restricted information only for the purposes of performing the services specified in this Subcontract;
 - (2) Safeguard the restricted information from unauthorized use and disclosure;
 - (3) Allow access to the restricted information only to those employees and lower-tier subcontractors that need it to perform services under this Subcontract;
 - (4) Preclude access and disclosure of the restricted information to persons and entities outside of the Subcontractor's or its lower-tier subcontractor's organization(s);
 - (5) Inform employees who may require access to the restricted information about obligations to use it only to perform the services specified in this Subcontract and to safeguard it from unauthorized use and disclosure;
 - (6) Require that each employee that has access to restricted information complies with the obligations regarding restricted information included in this clause;
 - (7) Return or dispose of the restricted information, as NASA or JPL may direct, when the restricted information is no longer needed for performance of work under this Subcontract; and

- (8) Maintain any restrictive markings on sensitive information coming into its possession and on any copies thereof.

(c) Exceptions

- (1) The obligations and prohibitions of Paragraph (b) do not apply to restricted information which the Subcontractor can demonstrate to the JPL Subcontracts Manager—
 - (A) Was publicly available at the time of receipt by the Subcontractor or thereafter becomes publicly available without breach of this Subcontract;
 - (B) Was known to, in the possession of, or developed by or for the Subcontractor independently of the restricted information received from the JPL, and such knowledge, possession, or independent development can be shown;
 - (C) Was received by the Subcontractor from a party other than the owner of the restricted information, who has the authority to release the restricted information and did not require the Subcontractor to hold it in confidence; or
 - (D) Is released to or becomes available to a third party on an unrestricted basis from the owner of the restricted information, someone acting under the owner's control, or with the prior written approval of the owner.
- (2) Under a valid order of a court or Government agency, the Subcontractor may release restricted information to which the Subcontractor is given access by or on behalf of NASA or JPL in performance of this Subcontract, provided that the Subcontractor provides prior written notice to the owner of the restricted information of such obligation and the opportunity to oppose such disclosure. The Subcontractor shall provide a copy of the notice to the JPL Subcontracts Manager.
- (d) In the event that restricted information provided to the Subcontractor by or on behalf of NASA or JPL includes a restrictive legend that the Subcontractor deems to be ambiguous or unauthorized, the Subcontractor must notify the JPL Subcontracts Manager of such condition. Notwithstanding such a notification, as long as the restrictive legend provides an indication that a restriction on use or disclosure was intended, the Subcontractor will treat the restricted information pursuant to the requirements of this clause unless otherwise directed in writing by the JPL Subcontracts Manager or the owner of the restricted information.
- (e) Other subcontractual restrictions on restricted information. This clause is subordinate to all other Subcontract clauses or requirements that specifically address the access, use, handling, protection or disclosure of information. If any restrictions or authorizations in this clause are inconsistent with a requirement of any other clause of this Subcontract, the requirement of the other clause shall take precedence over the requirement of this clause. Third party limited rights data and restricted computer software will be provided under this Subcontract only as authorized by the clause at 52.227–14, Rights in Data—General, Alternates II and III (as modified by 1852.227–14, if applicable). If the Subcontractor believes there is a conflict between this clause and another clause in this Subcontract regarding the access, use, handling, protection or disclosure of restricted information, the Subcontractor must consult with the JPL Subcontracts Manager before taking subsequent actions under the other clause.
- (f) The JPL Subcontracts Manager may require the Subcontractor to demonstrate how it is complying with this Handling and Protection of Restricted Information clause.
- (g) Remedies. Recognizing that this Subcontract establishes a high standard of accountability and trust, the Subcontractor's breach of any of the conditions of this clause may provide grounds for the Government or JPL to pursue such remedies as may be permitted by law, regulation, or this Subcontract. Unauthorized uses or disclosures of sensitive information may result in termination of this Subcontract for default, in addition to any other rights and remedies available by law to the Government, JPL or other provider of sensitive information.
- (h) Unless otherwise specifically provided in this Subcontract, no warranty, express or implied, including without limitation any warranty of accuracy, utility, merchantability or of fitness for a particular purpose, is provided hereunder for any of the disclosed sensitive information.
- (i) The Subcontractor's obligations under this clause shall survive the expiration or termination of this Subcontract.

2. Release of Restricted Information

- (a) Definition. "Restricted information," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded, the use and dissemination of which is restricted, and includes:
- (1) Limited rights data;
 - (2) Restricted computer software;
 - (3) Information incidental to Subcontract administration, such as financial, administrative, cost or pricing, or management information that embody trade secrets or are commercial or financial and confidential or privileged;
 - (4) Information designated by the U.S. Government as Sensitive But Unclassified (SBU).
 - (5) Information that is marked JPL/Caltech Proprietary, Proposal Sensitive or Business Discreet;
 - (6) Design information or guidance as may be embodied in or derived from computer-aided engineering, computer-aided design, analysis models, manufacturing models, drawings or translations of any of the foregoing, regardless of whether such information or guidance is marked or unmarked; and
 - (7) Information obtained directly from JPL electronic resources, such as JPL computers, servers, networks, electronic libraries or document repositories, regardless of whether such information is marked or unmarked.
- (b) Subcontractors, as well as their lower-tier subcontractors and their individual employees, may require access to restricted information in the JPL's possession. The Subcontractor agrees that, where needed for the performance of a subcontract, JPL may release to the Subcontractor and to any of its lower-tier subcontractors, restricted information delivered during the course of this Subcontract. Additionally, offerors agree that restricted information submitted with their proposals may be provided to JPL service subcontractors that assist JPL with subcontract closeout. If suitably marked with a legend indicating that use and disclosure of restricted information is restricted or if the information falls under Paragraph 2.(a)(6) or Paragraph 2.(a)(7), such restricted information will be subject to the enumerated protections mandated by this clause. The Subcontractor's limited rights data and restricted computer software will be provided to other JPL subcontractors or their lower-tier subcontractors only as authorized by the clause at 52.227-14, Rights in Data-General, Alternates II and III (as modified by 1852.227-14, if applicable).
- (c) Unless the JPL Subcontracts Manager decides that reasonable grounds exist to challenge the markings, NASA, JPL, and its Subcontractors and lower-tier subcontractors, shall comply with all of the safeguards contained in Paragraph 2.(d) and Paragraph 1. of this clause.
- (d) To receive access to restricted information needed to assist NASA and JPL in accomplishing NASA mission activities and management and administrative functions, the Subcontractor and lower-tier subcontractors must be operating under a subcontract that contains this clause, which obligates the Subcontractor or lower-tier subcontractor, with respect to restricted information marked with a legend indicating that use and disclosure of the information is restricted, to do the following:
- (1) Use such restricted information only for the purpose of performing the services specified in its Subcontract;
 - (2) Safeguard such restricted information from unauthorized use and disclosure;
 - (3) Allow access to such restricted information only to those employees and Subcontractors that need it to perform services under the Subcontract;
 - (4) Preclude access and disclosure of such restricted information to persons and entities outside of the Subcontractor's or its lower-tier subcontractor's organization(s);
 - (5) Inform employees who may require access to such restricted information about obligations to use it only to perform the services specified in its Subcontract and to safeguard it from unauthorized use and disclosure;
 - (6) Require that each employee that has access to restricted information complies with the obligations regarding restricted information included in this clause; and
 - (7) Return or dispose of such restricted information, as NASA or JPL may direct, when the restricted information is no longer needed for performance of work under the Subcontract.

- (8) Maintain any restrictive markings on sensitive information coming into its possession and on any copies thereof.
- (e) Exceptions. The obligations and prohibitions of Paragraph (e) of this clause do not apply to restricted information which the receiving Subcontractor can demonstrate to the JPL Subcontracts Manager -
- (1) Was publicly available at the time of receipt by the receiving Subcontractor or thereafter becomes publicly available without breach of this Subcontract;
 - (2) Was known to, in the possession of, or developed by or for the receiving Subcontractor independently of the restricted information received from the Government or JPL, and such knowledge, possession, or independent development can be shown;
 - (3) Was received by the receiving Subcontractor from a party other than the owner of the restricted information, who has the authority to release the restricted information and did not require the receiving Subcontractor to hold it in confidence;
 - (4) Is released to or becomes available to a third party on an unrestricted basis from the owner of the restricted information, someone acting under the owner's control, or with the prior written approval of the owner; or
 - (5) Is required to be released under a valid order of a court or Government agency, provided that the Subcontractor provides prior written notice to the owner of the restricted information of such obligation and the opportunity to oppose such disclosure.
- (f) Subcontractor personnel requiring privileged access or limited privileged access to JPL or NASA information technology systems that contain restricted information and that are the primary responsibility of another Subcontractor are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to JPL or NASA missions. The JPL Subcontracts Manager may allow the Subcontractor to conduct its own screening, provided the Subcontractor employs substantially equivalent screening procedures.
- (g) This clause does not affect JPL's rights or NASA's responsibilities under the Freedom of Information Act.

3. Lower-tier Subcontracts

The Subcontractor shall insert, or require the insertion of Paragraphs 1. and 2. of this clause, including this Paragraph 3., suitably modified to reflect the relationship of the parties, in all lower-tier subcontracts (regardless of tier).

LIMITATION ON RESTRICTIVE MARKINGS

- (a) Information delivered or otherwise provided by the Subcontractor to JPL in connection with this Subcontract shall not contain any Restrictive Markings, except as permitted by section (b) below or as required by law. As used in this clause, "Restrictive Markings" means any marking, legend or other indicia intended to limit use of the information. For example, "Restrictive Markings" may include, but are not limited to, "Proprietary," "Confidential," or substantially equivalent designation, as well as the Limited and Restricted Rights Notices that may be set forth in the "Rights in Data – General" clause of this Subcontract. Restrictive Markings not permitted by section (b) below impose no obligations or restrictions on JPL's use and disclosure of information, and, unless otherwise agreed in writing, JPL is entitled to disregard and/or remove such unpermitted Restrictive Markings on information in its possession at any time without notice to the Subcontractor.
- (b) The following Restrictive Markings shall be permitted under this Subcontract:
- (1) The Limited Rights Notice permitted under ALT II, Paragraph (g)(3) of the "Rights In Data – General" clause, if included in this Subcontract.
 - (2) The Restricted Rights Notice permitted under ALT III, Paragraph (g)(4) of the "Rights in Data – General" clause, if included in this Subcontract.
 - (3) "Proprietary," "Confidential," or substantially equivalent designations may be included on Subcontractor's financial, administrative, cost, pricing or management information relating to the administration of this Subcontract. Any such Restrictive Markings should preferably identify the type of financial or administrative information, for example, "[SUBCONTRACTOR NAME] Proprietary Cost Information."

- (4) Copyright notices to the extent permitted by Paragraph (c)(1) of the "Rights In Data – General" clause in this Subcontract.
- (c) JPL retains the right to challenge any Restrictive Markings identified in Paragraph (b) above. Challenges to such markings shall be made in accordance with the procedures set forth in Paragraph (e) of the "Rights in Data – General" clause in this Subcontract.
- (d) Where information contains both unrestricted and restricted data subject to the Restrictive Markings permitted in Paragraph (b) above, the Subcontractor shall mark only those pages, parts or portions of the information that are subject to restrictions permitted in Paragraph (b).
- (e) Upon the execution of this Subcontract, all prior confidentiality agreements between JPL and the Subcontractor relating to or otherwise encompassing the subject matter of this Subcontract are hereby terminated. The obligation to maintain confidentiality of any information disclosed pursuant to such agreements shall survive termination and continue for the nondisclosure period set forth therein or, if none is specified, for the term of this Subcontract. Notwithstanding the foregoing, should use of information previously delivered by Subcontractor to JPL under a confidentiality agreement be deemed necessary for the performance of this Subcontract, the Subcontractor must identify in writing to JPL which Restrictive Markings permitted in Paragraphs (b)(1)-(4) above apply, if any, within thirty (30) days of the execution of this Subcontract.

ORDER OF PRECEDENCE

- (a) The rights and obligations of the parties of this Subcontract shall be subject to and governed by the Schedule, the General Provisions (the term "General Provisions" includes any "Additional General Provisions"), and any proposals, specifications or other documents or provisions which are made a part of this Subcontract by reference or otherwise.
- (b) To the extent of any inconsistency between (i) the Schedule, other than the Alterations Clause, (ii) the Alterations Clause in the Schedule, and (iii) the GPs, the inconsistency will be resolved in the following order of priority:
 - (1) The Alterations Clause.
 - (2) The GPs not altered.
 - (3) The Schedule, other than the Alterations Clause.
- (c) To the extent of any inconsistency between:
 - (1) The Schedule, other than any proposals, specifications or other documents or provisions which are made a part of this Subcontract by reference or otherwise, in the Schedule or the General Provisions, and
 - (2) Any proposals, specifications or other documents or clauses which are made a part of this Subcontract by reference or otherwise in the Schedule or the General Provisions,
 - (3) (c)(1) has order of precedence over (c)(2).
- (c) All clauses of this Subcontract that are required by their terms to be included in lower-tier Subcontracts shall be required by the Subcontractor to take precedence in the lower-tier Subcontract over any other clauses.

PRINCIPAL INVESTIGATOR

The Principal Investigator, specified in this Subcontract is considered essential to the work being performed. Prior to removing, replacing, or diverting the Principal Investigator, the Subcontractor shall notify JPL reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on this Subcontract. No diversion shall be made by the Subcontractor without the written consent of JPL; provided, that JPL may ratify in writing the change, and such ratification shall constitute the consent of JPL required by this clause.

PROHIBITION OF SUBCONTRACTOR USE OF PRIVATELY OWNED AIRCRAFT IN SUBCONTRACT PERFORMANCE

The Subcontractor, its employees, agents and lower-tier subcontractors, shall not use privately owned (noncommercial) aircraft in the performance of this Subcontract without prior approval of the JPL Subcontracts Manager. Any request for approval to use privately owned aircraft must include a certificate of insurance as evidence that the Subcontractor has in effect Aircraft Liability Insurance coverage of not less than \$5,000,000 for all deaths, injuries, and property damage arising from one accident or occurrence. The Subcontractor shall be required as a condition of JPL's approval to submit an endorsement naming Caltech and JPL as an additional insured in such aircraft liability insurance policy. The Subcontractor shall include this clause in any lower-tier subcontract involving travel subject to JPL approval or requiring that the lower-tier subcontractor utilize a privately owned (noncommercial) aircraft.

RELEASE OF INFORMATION

- (a) The Subcontractor agrees that all information released by the Subcontractor for publicity or promotional purposes (e.g., news and photo releases, exhibit copy, motion picture scripts, advertising copy) directly related to the Subcontractor's work with and for JPL will be submitted to JPL for review for technical accuracy prior to issuance. (See form JPL 1737, "Release of Information.")
- (b) The Subcontractor agrees to insert this clause including this Paragraph (b) in all lower-tier subcontracts.

REQUIRED NOTICES

Unless otherwise specified in this Subcontract, any notice which the Subcontractor is required to provide to JPL under any clause of this Subcontract shall be directed to the JPL Subcontracts Manager or the Manager, Acquisition Division, JPL, or their authorized representatives.

RESTRICTIONS ON FUNDING ACTIVITY WITH CHINA

- (a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Subcontracts for commercial and non-developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.
- (c) This Subcontract may use restricted funding that was appropriated on or after April 25, 2011. The Subcontractor shall not contract with China or Chinese-owned companies for any effort related to this Subcontract except for acquisition of commercial and non-developmental items. If the Subcontractor anticipates making an award to China or Chinese-owned companies, the Subcontractor must contact the Contracting Officer through the Subcontracts Manager to determine if funding on this Subcontract can be used for that purpose.
- (d) The Subcontractor represents that the Subcontractor is not China or a Chinese-owned company.
- (e) Lower-tier subcontracts - The Subcontractor shall include the substance of this clause in all lower-tier subcontracts made hereunder

SECTION B

The Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS) clauses on the following pages are incorporated by reference with the same force and effect as if they were given in full text

The FAR/NFS clauses listed below shall be suitably revised to identify the contracting and other parties to address the proper intent of the clause, except as shown in the notes associated with the clause. The following guidelines help illustrate:

- “contract” means “subcontract”
- “contractor” means “subcontractor”
- “subcontract” means “lower-tier subcontract”
- “subcontractor” means “lower-tier subcontractor”
- “Contracting Officer” means “JPL Subcontracts Manager”
- “Government” means “JPL”

As an exception to the above, the terms “Government” and “Contracting Officer” do not change when a right, act, authorization or obligation can be granted or performed only by the Government or Contracting Officer or his/her duly-authorized representative.

Unless otherwise noted below, the following terms are to remain unchanged: “U.S.,” United States,” “U.S. Government,” “United States Government,” “Federal,” and “Federal Government”

FAR and NFS Clauses Incorporated into this Subcontract by Reference (all references are FAR Clauses, unless preceded by “NFS”)	
Reference	Title and Date
Applicable for all Subcontract Dollar Values	
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-50	Combating Trafficking in Persons (Feb 2009) <i>Note 1: “Government” means Government.</i>
52.222-54	Employment Eligibility Verification (Jan 2009) <i>(Applies: only when subcontractor or lower-tier subcontractor is required to have physical access to a federally-controlled facility or access to a federal information system.)</i> <i>Note 1: “Government” means Government.</i> <i>Note 2: Delete ¶ (e) and replace with: “The Subcontractor shall include the requirements of this clause, including this Paragraph (e) (appropriately modified for identification of the parties), in each lower-tier subcontract when a lower-tier subcontractor is required to have physical access to a federally-controlled facility or access to a federal information system.”</i>
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Dec 2007) <i>(Applies to subcontracts for services or construction, unless the subcontract will not involve the use of USDA-designated items at http://www.biopreferred.gov or 7 CFR part 3201)</i> <i>Note 1: ¶ (b) - replace http://www.usda.gov/biopreferred with http://www.biopreferred.gov.</i>
52.223-15	Energy Efficiency in Energy Consuming Products (Dec 2007)
52.223-17	Affirmative Procurement EPA-Designated Items in Service and Construction Contracts (May 2008) <i>(Applies to subcontracts for services or construction, unless the subcontract will not involve the use of EPA-designated items.)</i>
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.227-11	Patent Rights – Ownership by the Contractor (Dec 2007)

52.227-14	<p>Rights in Data – General (Dec 2007)</p> <p>Note 1: ALT II (Dec 2007), ALT III (Dec 2007), ALT IV (Dec 2007) and ALT V (Dec. 2007) are incorporated.</p> <p>Note 2: “Government” means Government, unless otherwise stated in these notes for 52.227-14.</p> <p>Note 3: “Contracting Officer” means “Contracting Officer through JPL.”</p> <p>Note 4: ¶ (b), (c)(1)(iii), (c)(2)(ii) and (c)(3) - “Government” means the “Government and JPL/Caltech in support and furtherance of its obligations.”</p> <p>Note 5: ¶ (c)(1)(ii) - after “acknowledgment of Government sponsorship (including contract number)” insert: “This work was performed for the Jet Propulsion Laboratory, California Institute of Technology, sponsored by the United States Government under the Prime Contract NNN12AA01C between the Caltech and NASA under subcontract number (insert subcontract number).”</p> <p>Note 6: ¶ (g)(3)(a) of ALT II and (g)(4) of ALT III – After “Government Contract No.,” insert “NNN12AA01C,” and after “Subcontract” insert the subcontract number of this Subcontract.</p> <p>Note 7: ¶ (g)(3)(a) of ALT II, after the last sentence, insert: (i) Use (except for manufacture) by support service contractors. (ii) Reserved. (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.</p> <p>Note 8: Communications/notifications required under this clause from the Subcontractor to the Contracting Officer shall be through the JPL Subcontracts Manager.</p>
52.227-23	<p>Rights to Proposal Data (Technical)(June 1987)</p> <p>Note 1: Insert applicable pages, if any, after “contained on pages.”</p> <p>Note 2: Insert date after “proposal dated.”</p>
52.249-5	<p>Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (Sep 1996)</p> <p>Note 1: In the event that JPL terminates the subcontract pursuant to Government direction, Subcontractor's recovery of termination costs shall be limited to the extent that JPL is able to recover such costs from the Government.</p>
NFS: 1852.208-81	<p>Restrictions on Printing and Duplicating (Nov 2004)</p> <p>Note 1: The terms “documentation” referred to in paragraph (a), “printing” referred to in paragraph (b), and “production units” referred to in paragraph (c) pertain solely to “Government publications.” “Government publications” is defined as: (1) reports intended primarily for internal use by the Government; and/or (2) reports or other materials of the type that the Government itself distributes to the public under an agency program. “Government publications” shall, unless subject to exemption under applicable regulations, be printed according to the requirements of 48 CFR Subpart 8.8 even though the distribution of these reports and materials may be effectuated by the Subcontractor for the Government.</p>
NFS: 1852.225-70	<p>Export Licenses (Feb 2000)</p> <p>Note 1: ALT 1 (Feb 2000) applies.</p> <p>Note 2: “Contracting Officer” means “Contracting Officer through the JPL Subcontracts Manager.”</p> <p>Note 3: ¶ (b) - where it says “insert name of NASA installation” insert “JPL.”</p>
NFS: 1852.242-70	<p>Technical Direction (Sep 1993)</p> <p>Note 1: “Contracting Officer Technical Representative (or COTR)” means “JPL Contract Technical Manager.”</p> <p>Note 2: ¶ (a) - In first sentence – Delete the words “who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.27” and replace with “in accordance with the Delegation of Authority Form.”</p> <p>Note 3: ¶ (a) - In last sentence - delete the words “in Section C of this contract” and replace with “of this subcontract.”</p>

Applicable for Subcontract Values Greater than \$10,000	
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Mar 2007) Note 1: "Contracting Officer" means "Contracting Officer." Note 2: "Government" means "Government."
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (Applies in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 3 of Executive Order 13496 of January 30, 2009.)
Applicable for Subcontract Values Greater than \$15,000	
52.222-36	Affirmative Action for Workers with Disabilities (Oct 2010) (Does not apply if both the performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
Applicable for Subcontract Values of \$25,000 or More	
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) Note 1: Subcontractor shall report to the information required by (c)(1) and the executive compensation required by (c)(3) unless the Subcontractor is exempt. Note 2: "Government" means "Government." Note 3: The subcontract or is notified that unless otherwise exempt, all reported information as required by the clause will be made public. Note 4: ¶(a) - "Definitions" apply to this clause.
Applicable for Subcontract Values Greater than \$30,000	
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (Does not apply to a subcontract for commercially available off-the-shelf items.) Note 1: "Government" means "Government."
Applicable for Subcontract Values Greater than \$75,000	
52.211-15	Defense Priority and Allocation Requirements (Apr 2008)
Applicable for Subcontract Values of \$100,000 or More	
52.222-35	Equal Opportunity for Veterans (Sep 2010) (Does not apply if work is performed outside the United States by employees recruited outside the U.S.) Note 1: "Government" means "Government."
52.222-37	Employment Reports on Veterans (Sep 2010) Note 1: "Government" means "Government."
Applicable for Subcontract Values Greater than \$150,000	
52.203-7	Anti-Kickback Procedures (Oct 2010) (Does not apply to commercial items.) Note 1: ¶(a) - "Definitions" apply to this clause.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010) Note 1: "Government" means "Government."
52.215-2	Audits and Records – Negotiation (Oct 2010) (Does not apply to the acquisition of commercial items exempted under FAR 15.403-1.) (ALT II [APR 1998] applies for cost-reimbursement contracts with State and local Governments, educational institutions, and other nonprofit organizations.)

	<p>Note 1: "Government" means "Government."</p> <p>Note 2: "Contracting Officer" means "Contracting Officer" and "JPL."</p>
52.219-8	<p>Utilization of Small Business Concerns (Jan 2011)</p> <p>(Does not apply when:</p> <ul style="list-style-type: none"> a. A personal services subcontract is contemplated [see FAR 37.104]; or b. The subcontract, together with all of its lower-tier subcontracts, will be performed entirely outside of the United States and its outlying areas.)
52.222-4	<p>Contract Work Hours and Safety Standards Act – Overtime Compensation (July 2005)</p> <p>(Applies when the subcontract may require or involve the employment of laborers or mechanics)</p> <p>(Does not apply to subcontracts for:</p> <ul style="list-style-type: none"> a. commercial items; b. transportation or the transmission of intelligence; and c. subcontracts to be performed outside the United States, Puerto Rico, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and Outer Continental Shelf lands as defined in the Outer Continental Shelf Lands Act [43 U.S.C. 1331] [29 CFR 5.15].) <p>Note 1: "Government" means "the Government and JPL in support of its Government contractual obligations."</p> <p>Note 2: "Contracting Officer" means "Contracting Officer through the JPL Subcontracts Manager."</p>
52.223-6	<p>Drug-free Workplace (May 2001)</p> <p>(Does not apply to subcontracts:</p> <ul style="list-style-type: none"> a. At or below the simplified acquisition threshold; however, the requirements apply to all subcontracts of any value awarded to an individual; b. For the acquisition of commercial items (see FAR Part 12); c. Performed outside the United States and its outlying areas or any part of a subcontract performed outside the United States and its outlying areas; d. By law enforcement agencies, if the head of the law enforcement agency or designee involved determines that application of this subpart would be inappropriate in connection with the law enforcement agency's undercover operations; or e. Where application would be inconsistent with the international obligations of the United States or with the laws and regulations of a foreign country.)
52.227-1	<p>Authorization and Consent (Dec 2007)</p> <p>(ALT I (Apr 1984) applies in all R&D solicitations and subcontracts for which the primary purpose is R&D work, except that this alternate shall not be used in construction and architect-engineer subcontracts, unless the subcontract calls exclusively for R&D work.)</p> <p>(Does not apply when both complete performance and delivery are outside the United States.)</p> <p>Note 1: ¶ (a) & (a)(2) – "Government" means "Government."</p>
52.227-2	<p>Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)</p> <p>Note 1: ¶ (a) – "Contracting Officer" means "Contracting Officer through the JPL Subcontracts Manager."</p> <p>Note 2: ¶ (b) – "Government" means "Government."</p> <p>Note 3: ¶ (b) – "Contracting Officer" means "Contracting Officer."</p>
52.242-13	<p>Bankruptcy (Jul 1995)</p> <p>Note 1: Upon the notification requirement per FAR 52.242-13, the Subcontractor shall to the maximum extent permitted by law: (1) continue to ensure that JPL has the right of access to all areas of the facilities and records involved in this subcontract; and (2) provide JPL access to subcontract documents delivered in place/held at the Subcontractor's facility or provide electronic copies thereof.</p> <p>The Subcontractor shall ensure that the trustee, receiver, or liquidator, as applicable, is aware of the requirements set forth immediately above.</p>
NFS: 1852.219-74	<p>Use of Rural Area Small Businesses (Sept 1990)</p> <p>(Applies when a subcontract is expected to exceed \$550,000 [\$1,000,000 for construction of public facility] unless the subcontract, together with all its lower-tier subcontracts, is to be performed entirely outside of any State, territory, or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and the Trust Territory of the Pacific Islands.)</p>